

### CDBG CONTRACT EXTENSIONS AND CONTRACT AMENDMENT

Staff anticipates that some sub-recipients funded in prior years will not meet their time of performance deadline of June 30, 2017. Below are the prior year CDBG sub-recipients whom staff is proposing a contract extension to June 30, 2018, and a carry-over of unspent capital funds.

<b>Outstanding CDBG Funded Capital Projects (Prior Years)</b>				
<b>Dept./ Agency</b>	<b>Project and Fiscal Year</b>	<b>Funding Amount</b>	<b>Unspent Balance</b>	<b>Current Project Status</b>
Parks and Recreation Department	• Joslyn Adult Center Restroom Renovation Project (FY 2015-16)	\$148,508	\$148,508	Expected to go begin construction April 2017.
	• Joslyn Adult Center Restroom Renovation Project – Phase II (FY 2016-17)	\$130,000	\$130,000	
Public Works	• Street Reconstruction & Sidewalks (FY 2016-17)	\$361,752	\$361,752	Planning Design Underway.  Bidding expected by summer 2017
Burbank Community YMCA	• Parking Lot Improvements (FY 2015-16)	\$35,707	\$35,707	Projects out to bid.
	• Americans with Disabilities Act – Facilities Signage	\$10,000	\$10,000	Construction expected to begin May 2017
Burbank Temporary Aid Center	• Work Initiative Program (FY 2016-17)	\$100,000	\$93,323	Program services are underway.  Services were interrupted temporarily due to a client/case manager incident

Volunteers of America of Greater Los Angeles	<ul style="list-style-type: none"> <li>Burbank Training 2 Work Program (FY 2016-17)</li> </ul>	\$50,000	\$50,000	<p>Program services are underway.</p> <p>Services were delayed 7 months due to an office transition from BTAC to Burbank Housing Corporation's Family Resource Center</p>
<b>Total Funding Amount</b>		<b>\$835,967</b>		
<b>Totals to Carry-Over</b>			<b>\$829,290</b>	

The sub-recipients described above have demonstrated progress by: awarding a contract; scheduling for construction to begin; collaborating with the public and private entities for use of public facilities. The sub-recipient contract extensions will provide agencies further time allotments necessary to begin and complete their projects. If sub-recipient extensions are approved, staff will assist agencies in utilizing the allotted time to complete their projects.

CITY OF BURBANK  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
REIMBURSABLE CONTRACT  
WITH GOVERNMENTAL AGENCY

CONTRACT AMENDMENT

This \_\_\_\_\_ Amendment ("Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Burbank, hereinafter called the "City," and the (insert name of organization), hereinafter called the "Subrecipient"

RECITALS:

A. The City of Burbank ("City") has entered into a Contract with the United States of America through its Department of Housing and Urban Development ("HUD") to execute the City's Community Development Block Grant ("CDBG") Program under the Housing and Community Development Act of 1974, as amended.

B. Subrecipient is qualified by virtue of its experience to participate in said program.

C. City and Subrecipient have entered into a CDBG Reimbursable Contract ("Contract") dated (insert date).

D. The parties desire to further amend the Contract and enter into this Amendment in order to make certain changes as set forth below.

E. In the event this Amendment has been determined to be a substantial change/amendment pursuant to 24 CFR 91.100, 91.105, 91.505, 570.305, and as those regulations may be amended, or any other applicable section pertaining to federal housing and community development programs, the Operating Agency must comply with the City's established Citizen Participation Plan. When the Amendment is subject to this process, which is identified in S Section 2 below, then this Amendment is subject to and fully conditional on such compliance by the City.

IN CONSIDERATION of the mutual covenants herein set forth and mutual benefits to be derived therefrom, the parties agree as follows:

1. The Contract is amended as follows (check applicable subsections):

a. \_\_\_\_The time of performance of the Contract as specified in paragraph 2 is amended as follows: (insert date).

\_\_\_\_\_  
\_\_\_\_\_.

b. \_\_\_\_ The compensation of the Contract as specified in paragraph 3 is amended as follows: The contract amount from fiscal year (insert year) as stipulated in the \_\_\_\_ Amendment remains at \$(insert dollar amount). This \_\_\_\_ Amendment adds \$(insert dollar amount) and will be paid separately.

c. \_\_\_\_ Other changes as specified: The project(s) scope remains unchanged, as to the removal of existing and installation of new windows according to plans and specifications.

2. \_\_\_\_ Substantial changes/amendment. If this section is checked, the proposed amendment has been deemed to be a substantial change/amendment of the Contract, requiring certain procedural and City Council approvals before this Amendment can be effective. By signing this Amendment the City is not assuring Operating Agency that its amendment will be approved. It is however, agreeing to comply with the process set forth below.

*In compliance with 24 CFR 91.100, 91.105, 91.505, 570.305, or any other applicable section pertaining to federal housing and community development programs, the City of Burbank has established criteria for what constitutes a substantial change to approved and appropriated federal programs.*

*Federal regulations require that appropriate amendments be filed with HUD whenever the City decides not to carry out an activity described in the final statement, to carry out an activity not previously described in the final statement, or to substantially change the purpose, scope, location or beneficiaries of an activity.*

*Substantial changes will be defined as those modifications involving amounts greater than 10 percent of the current year federal allocation (Entitlement + program income) or any change in use, purpose, scope, location or beneficiaries of an activity. This policy will be effective for all federal programs in which the City participates. Changes of less than 10 percent will not require the substantial change/amendment process and will be within the authority of the City Manager.*

*Prior to amending the City's final statement of community development objectives and projected use of funds or other federal program or activity, the City will provide citizens with 10 calendar days notice and opportunity to comment on proposed changes to the use of funds. The City will consider any such comments and if it deems appropriate, modify the changes. The City will make available to the public and will submit to HUD, a description of any changes adopted. A letter transmitting such description to HUD will be signed by the City Manager or his representative.*

3. Ratification of Contract: All other provisions of the Contract dated (insert date), not inconsistent with this Amendment shall remain in full force and effect.

In witness whereof, the City Manager of the City of Burbank has caused this Amendment to be subscribed and attested by the City Clerk hereof, and the Subrecipient has subscribed the same through its authorized officer, the day, month and year first above written.

"SUBRECIPIENT"  
(insert name of agency)

"CITY"  
CITY OF BURBANK, a municipal corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Ron Davis,  
City Manager

Attest:

\_\_\_\_\_  
Zizette Mullins, MMC, City Clerk

Approved as to Form  
Office of the City Attorney

By: \_\_\_\_\_  
Mary F. Riley, Sr. Asst. City Attorney